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11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 COURTNEY TOLBERT, on behalf of
15 himself and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 vs.

19 ROCKET MORTGAGE, LLC, a Michigan
20 Limited Liability Company; and DOES 1-
21 25, inclusive,

22 Defendants.

CASE NO.: 5:23-cv-01450 MCS-PVCx

STIPULATED PROTECTIVE ORDER

23 **IT IS HEREBY STIPULATED** by and between Plaintiff COURTNEY
24 TOLBERT (“Plaintiff”) and Defendant ROCKET MORTGAGE, LLC (“Defendant”)
25 (collectively, the “Parties”), by and through their respective counsel of record, that in
26 order to facilitate the exchange of information and documents which may be subject to
27 confidentiality limitations on disclosure due to federal laws, state laws, and privacy
28 rights, the Parties stipulate as follows:

1 1. In this Stipulated Protective Order, the words set forth below shall have the
2 following meanings:

3 a. “Proceeding” means the above-entitled proceeding, *Courtney Tolbert*
4 *on behalf of himself and on behalf of all others similarly situated v. Rocket Mortgage*
5 *LLC, et al.*, Case No. 5:23-cv-01450 MCS-PVC.

6 b. “Court” means the Hon. Mark Scarsi, or any other judge to which this
7 Proceeding may be assigned, including Court staff participating in such proceedings.

8 c. “Confidential” means any Documents, Testimony, or Information
9 which is in the possession of a Designating Party who believes in good faith that such
10 Documents, Testimony, or Information is entitled to confidential treatment under
11 applicable law, including but not limited to personal information relating to Defendant’s
12 current and former employees for the time period of April 17, 2021 to present, consisting
13 of their names, last known personal telephone numbers, and last known personal mailing
14 addresses (to the extent such information is maintained by Defendant), which Defendant
15 contends would otherwise be protected by the employees’ right to privacy subject to the
16 completion of a privacy-opt out process.

17 d. “Confidential Materials” means any Documents, Testimony, or
18 Information as defined below designated as “Confidential” pursuant to the provisions of this
19 Stipulated Protective Order.

20 e. “Highly Confidential – Attorneys’ Eyes Only” means any Documents,
21 Testimony, or Information which belongs to a Designating Party who believes in good
22 faith that the Disclosure of such information to another Party or non-Party would create a
23 substantial risk of serious financial or other injury that cannot be avoided by less
24 restrictive means, such that the Documents, Testimony, and/or Information are so highly
25 sensitive or confidential as to entitle it to “Highly Confidential – Attorneys’ Eyes Only”
26 treatment under applicable law in order to protect the confidential nature of the material.

27 f. “Highly Confidential – Attorneys’ Eyes Only Materials” means any
28 Documents, Testimony, or Information, as defined below, designated as “Highly

1 Confidential – Attorneys’ Eyes Only” pursuant to the provisions of this Stipulated
2 Protective Order, including but not limited to Documents, Testimony, and Information
3 containing Defendant’s financial condition.

4 g. “Designating Party” means the Party that designates Documents,
5 Testimony, or Information, as defined below, as “Confidential” or “Highly Confidential.”

6 h. “Disclose” or “Disclosed” or “Disclosure” means to reveal, divulge,
7 give, or make available Materials, or any part thereof, or any information contained therein.

8 i. “Documents” means (i) any “Writing,” “Original,” and “Duplicate” as
9 those terms are defined by which have been produced in discovery in this Proceeding by
10 any person or entity, and (ii) any copies, reproductions, or summaries of all or any part of
11 the foregoing.

12 j. “Information” means the content of Documents or Testimony.

13 k. “Testimony” means all depositions, declarations, or other testimony
14 taken or used in this Proceeding.

15 2. The Designating Party shall have the right to designate as “Highly Confidential
16 – Attorneys’ Eyes Only” only the non-public Documents, Testimony, or Information that the
17 Designating Party in good faith believes would create a substantial risk of serious financial
18 or other injury, if Disclosed to another Party or non-Party, and that such risk cannot be
19 avoided by less restrictive means.

20 3. The entry of this Stipulated Protective Order does not alter, waive, modify, or
21 abridge any right, privilege, or protection otherwise available to any Party with respect to
22 the discovery of matters, including but not limited to any Party’s right to assert the
23 attorney-client privilege, the attorney work product doctrine, or other privileges, or any
24 Party’s right to contest any such assertion.

25 4. Any Documents, Testimony, or Information to be designated as
26 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” must be clearly so
27 designated before the Document, Testimony, or Information is Disclosed or produced.
28 The Parties may agree that a case name and number are to be part of the “Highly

1 Confidential – Attorneys’ Eyes Only” designation. The “Confidential” or “Highly
2 Confidential – Attorneys’ Eyes Only” designation should not obscure or interfere with
3 the legibility of the designated Information.

4 a. For Documents (apart from transcripts of depositions or other pretrial
5 or trial proceedings), the Designating Party must affix the legend “Confidential” or
6 “Highly Confidential – Attorneys’ Eyes Only” on each page of any Document containing
7 such designated material.

8 b. For Testimony given in depositions the Designating Party may either:

9 i. identify on the record, before the close of the deposition, all
10 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” Testimony, by specifying
11 all portions of the Testimony that qualify as “Confidential” or “Highly Confidential –
12 Attorneys’ Eyes Only;” or

13 ii. designate the entirety of the Testimony at the deposition as
14 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” (before the deposition is
15 concluded) with the right to identify more specific portions of the Testimony as to which
16 protection is sought within 30 days following receipt of the deposition transcript. In
17 circumstances where portions of the deposition Testimony are designated for protection,
18 the transcript pages containing “Confidential” or “Highly Confidential – Attorneys’ Eyes
19 Only” Information may be separately bound by the court reporter, who must affix to the
20 top of each page the legend “Confidential” or “Highly Confidential – Attorneys’ Eyes
21 Only,” as instructed by the Designating Party.

22 c. For Information produced in some form other than Documents, and for
23 any other tangible items, including, without limitation, compact discs or DVDs, the
24 Designating Party must affix in a prominent place on the exterior of the container or
25 containers in which the Information or item is stored the legend “Confidential” or “Highly
26 Confidential – Attorneys’ Eyes Only.” If only portions of the Information or item warrant
27 protection, the Designating Party, to the extent practicable, shall identify the “Confidential”
28 or “Highly Confidential – Attorneys’ Eyes Only” portions.

1 5. The inadvertent production by any of the undersigned Parties or non-Parties
2 to the Proceedings of any Document, Testimony, or Information during discovery in this
3 Proceeding without a “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”
4 designation, shall be without prejudice to any claim that such item is “Confidential” or
5 “Highly Confidential – Attorneys’ Eyes Only” and such Party shall not be held to have
6 waived any rights by such inadvertent production. In the event that any Document,
7 Testimony, or Information that is subject to a “Confidential” or “Highly Confidential –
8 Attorneys’ Eyes Only” designation is inadvertently produced without such designation,
9 the Party that inadvertently produced the document shall give written notice of such
10 inadvertent production within twenty (20) days of discovery of the inadvertent
11 production, together with a further copy of the subject Document, Testimony, or
12 Information designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes
13 Only” (the “Inadvertent Production Notice”). Upon receipt of such Inadvertent
14 Production Notice, the Party that received the inadvertently produced Document,
15 Testimony, or Information shall promptly destroy the inadvertently produced Document,
16 Testimony, or Information and all copies thereof, or, at the expense of the producing
17 Party, return such together with all copies of such Document, Testimony or Information
18 to counsel for the producing Party and shall retain only the “Confidential” or “Highly
19 Confidential – Attorneys’ Eyes Only” materials. Should the receiving Party choose to
20 destroy such inadvertently produced Document, Testimony, or Information, the receiving
21 Party shall notify the producing Party in writing of such destruction within ten (10) days
22 of receipt of written notice of the inadvertent production. This provision is not intended
23 to apply to any inadvertent production of any Document, Testimony, or Information
24 protected by attorney-client or work product privileges. In the event that this provision
25 conflicts with any applicable law regarding waiver of confidentiality through the
26 inadvertent production of Documents, Testimony or Information, such law shall govern.

27 6. In the event that counsel for a Party receiving Documents, Testimony or
28 Information in discovery designated as “Confidential” or “Highly Confidential –

Attorneys' Eyes Only" objects to such designation with respect to any or all of such items, said counsel shall advise counsel for the Designating Party, in writing, of such objections, the specific Documents, Testimony or Information to which each objection pertains, and the specific reasons and support for such objections (the "Designation Objections") and shall initiate the dispute resolution process under Local Rule 37-1 et seq. The burden of persuasion in any such challenge proceeding ("Designation Challenge") shall be on the Designating Party. Pending a resolution of the Designation Challenge by the Court, any and all existing designations on the Documents, Testimony, or Information at issue in such Motion shall remain in place.

7. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information nor item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence any of the material covered by this Protective Order.

8. Access to and/or Disclosure of Confidential Materials shall be permitted only to the following persons or entities:

- a. the Court;
- b. (1) Attorneys of record in the Proceeding and their affiliated attorneys, paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the Proceeding and are not employees of any Party; (2) In-house counsel to the undersigned Parties and the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each non-lawyer given access to Confidential Materials shall be advised that such materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulated Protective order and that they may not be Disclosed other than pursuant to its terms;
- c. those officers, directors, partners, members, employees and agents of all non-designating Parties that counsel for such Parties deems necessary to aid counsel in the prosecution and defense of this Proceeding; provided, however, that prior to the

1 Disclosure of Confidential Materials to any such officer, director, partner, member,
2 employee or agent, counsel for the Party making the Disclosure shall deliver a copy of this
3 Stipulated Protective Order to such person, shall explain that such person is bound to
4 follow the terms of such Order, and shall secure the signature of such person on a
5 statement in the form attached hereto as Exhibit A;

6 d. court reporters in this Proceeding (whether at depositions, hearings, or
7 any other proceeding);

8 e. any deposition, trial, or hearing witness in the Proceeding who
9 previously has had access to the Confidential Materials, or who is currently or was
10 previously an officer, director, partner, member, employee or agent of an entity that has
11 had access to the Confidential Materials;

12 f. any deposition or non-trial hearing witness in the Proceeding who
13 previously did not have access to the Confidential Materials; provided, however, that
14 each such witness given access to Confidential Materials shall be advised that such
15 materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulated
16 Protective Order and that they may not be Disclosed other than pursuant to its terms;

17 g. mock jury participants, provided, however, that prior to the Disclosure
18 of Confidential Materials to any such mock jury participant, counsel for the Party making
19 the Disclosure shall deliver a copy of this Stipulated Protective Order to such person, shall
20 explain that such person is bound to follow the terms of such Order, and shall secure the
21 signature of such person on a statement in the form attached hereto as Exhibit A.

22 h. outside experts or expert consultants consulted by the undersigned
23 Parties or their counsel in connection with the Proceeding, whether or not retained to
24 testify at any oral hearing; provided, however, that prior to the Disclosure of Confidential
25 Materials to any such expert or expert consultant, counsel for the Party making the
26 Disclosure shall deliver a copy of this Stipulated Protective Order to such person, shall
27 explain its terms to such person, and shall secure the signature of such person on a
28 statement in the form attached hereto as Exhibit A. It shall be the obligation of counsel,

1 upon learning of any breach or threatened breach of this Stipulated Protective Order by
2 any such expert or expert consultant, to promptly notify counsel for the Designating Party
3 of such breach or threatened breach; and

4 i. any other person or entity that the Designating Party agrees to in writing.

5 9. Access to and/or Disclosure of Highly Confidential – Attorneys’ Eyes Only
6 Materials shall be permitted only to the following persons or entities:

7 a. Trial Counsel for the Parties, their partners and associates, and staff and
8 supporting personnel of such attorneys, such as paralegal assistants, secretarial,
9 stenographic and clerical employees and contractors, and outside copying services, who are
10 working on this Proceeding (or any further proceedings herein) under the direction of such
11 attorneys and to whom it is necessary that the Highly Confidential – Attorneys’ Eyes Only
12 Materials be Disclosed for purposes of this Proceeding. Such employees, assistants,
13 contractors and agents to whom such access is permitted and/or Disclosure is made shall,
14 prior to such access or Disclosure, be advised of, and become subject to, the provisions of
15 this Protective Order. “Trial Counsel,” for purposes of this Paragraph, shall mean outside
16 retained counsel and shall not include in-house counsel to the undersigned Parties and the
17 paralegal, clerical and secretarial staff employed by such in-house counsel;

18 b. outside experts or expert consultants consulted by the undersigned
19 Parties or their counsel in connection with the Proceeding, whether or not retained to testify
20 at any oral hearing; provided, however, that prior to the Disclosure of Highly Confidential –
21 Attorneys’ Eyes Only Materials to any such expert or expert consultant, counsel for the
22 Party making the Disclosure shall deliver a copy of this Stipulated Protective Order to such
23 person, shall explain its terms to such person, and shall secure the signature of such person
24 on a statement in the form attached hereto as Exhibit A prior to the Disclosure of Highly
25 Confidential – Attorneys’ Eyes Only Materials. It shall be the obligation of Trial Counsel,
26 upon learning of any breach or threatened breach of this Stipulated Protective Order by any
27 such expert or expert consultant, to promptly notify Trial Counsel for the Designating Party
28 of such breach or threatened breach;

1 c. any person who authored, received, saw or was otherwise familiar
2 with Documents, Testimony, or Information or thing designated “Highly Confidential –
3 Attorneys’ Eyes Only,” including any person otherwise familiar with the Highly
4 Confidential Information contained therein, but only to the extent of that person’s prior
5 familiarity with the Highly Confidential – Attorneys’ Eyes Only Information;

6 d. court reporters in this Proceeding (whether at depositions, hearings, or
7 any other proceeding);

8 e. the Court; and

9 f. any person jointly selected by the Parties to serve as a private
10 mediator in the Proceeding.

11 10. Confidential Materials and Highly Confidential – Attorneys’ Eyes Only
12 Materials shall be used by the persons or entities receiving them only for the purposes of
13 preparing for, conducting, participating in the conduct of, and/or prosecuting and/or
14 defending the Proceeding, and not for any business or other purpose whatsoever.

15 11. Any Party to the Proceeding (or other person subject to the terms of this
16 Stipulated Protective Order) may ask the Court, after appropriate notice to the other
17 Parties to the Proceeding, to modify or grant relief from any provision of this Stipulated
18 Protective Order.

19 12. Entering into, agreeing to, and/or complying with the terms of this Stipulated
20 Protective Order shall not:

21 a. operate as an admission by any person that any particular Document,
22 Testimony, or Information marked “Confidential” or “Highly Confidential – Attorneys’
23 Eyes Only” contains or reflects trade secrets, proprietary, confidential or competitively
24 sensitive business, commercial, financial or personal information; or

25 b. prejudice in any way the right of any Party (or any other person
26 subject to the terms of this Stipulated Protective Order):

27 i. to seek a determination by the Court of whether any particular
28 Confidential Materials or Highly Confidential – Attorneys’ Eyes Only Materials should

1 be subject to protection under the terms of this Stipulated Protective Order; or

2 ii. to seek relief from the Court on appropriate notice to all other
3 Parties to the Proceeding from any provision(s) of this Stipulated Protective Order, either
4 generally or as to any particular Document, Material or Information.

5 13. Any Party to the Proceeding who has not executed this Stipulated Protective
6 Order as of the time it is presented to the Court for signature may thereafter become a Party
7 to this Stipulated Protective Order by its counsel's signing and dating a copy thereof and
8 filing the same with the Court, and serving copies of such signed and dated copy upon the
9 other Parties to this Stipulated Protective Order.

10 14. Any Information that may be produced by a non-Party witness in discovery in
11 the Proceeding pursuant to subpoena or otherwise may be designated by such non-Party or
12 either Party as "Confidential" or "Highly Confidential – Attorneys' Eyes Only" under the
13 terms of this Stipulated Protective Order, and any such designation by a non-Party or either
14 Party shall have the same force and effect, and create the same duties and obligations, as if
15 made by one of the undersigned Parties hereto. Any such designation shall also function as
16 consent by such producing non-Party to the authority of the Court in the Proceeding to
17 resolve and conclusively determine any motion or other application made by any person or
18 Party with respect to such designation, or any other matter otherwise arising under this
19 Stipulated Protective Order.

20 15. If any person subject to this Stipulated Protective Order who has custody of
21 any Confidential Materials or Highly Confidential – Attorneys' Eyes Only Materials
22 receives a subpoena or other process ("Subpoena") from any government or other person
23 or entity demanding production of such materials, the recipient of the Subpoena shall
24 promptly give notice of the same by electronic mail transmission, followed by either
25 express mail or overnight delivery to counsel of record for the Designating Party, and shall
26 furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the
27 Designating Party may, in its sole discretion and at its own cost, move to quash or limit the
28 Subpoena, otherwise oppose production of the Confidential Materials or Highly

1 Confidential – Attorneys’ Eyes Only Materials, and/or seek to obtain confidential
2 treatment of such materials from the subpoenaing person or entity to the fullest extent
3 available under law. The recipient of the Subpoena may not produce any Confidential
4 Materials or Highly Confidential – Attorneys’ Eyes Only Materials pursuant to the
5 Subpoena prior to the date specified for production on the Subpoena.

6 16. Nothing in this Stipulated Protective Order shall be construed to preclude
7 either Party from asserting in good faith that certain Confidential Materials or Highly
8 Confidential – Attorneys’ Eyes Only Materials require additional protection. The Parties
9 shall meet and confer to agree upon the terms of such additional protection.

10 17. If, after execution of this Stipulated Protective Order, any Confidential Materials
11 or Highly Confidential – Attorneys’ Eyes Only Materials submitted by a Designating Party
12 under the terms of this Stipulated Protective Order is Disclosed by a non-Designating Party to
13 any person other than in the manner authorized by this Stipulated Protective Order, the non-
14 Designating Party responsible for the Disclosure shall bring all pertinent facts relating to the
15 Disclosure of such Confidential Materials or Highly Confidential – Attorneys’ Eyes Only
16 Materials to the immediate attention of the Designating Party.

17 18. This Stipulated Protective Order is entered into without prejudice to the right
18 of any Party to knowingly waive the applicability of this Stipulated Protective Order to any
19 Confidential Materials or Highly Confidential – Attorneys’ Eyes Only Materials
20 designated by that Party. If the Designating Party uses Confidential Materials or Highly
21 Confidential – Attorneys’ Eyes Only Materials in a non-Confidential manner, then the
22 Designating Party shall advise that the designation no longer applies.

23 19. Where any Confidential Materials or Highly Confidential – Attorneys’ Eyes
24 Only Materials, or Information derived therefrom, is included in any motion or other
25 proceeding governed by the Federal Rules of Civil Procedure or Local Rules, the Parties
26 and any involved non-party shall follow those rules. With respect to discovery motions or
27 other proceedings not governed by the Federal Rules of Civil Procedure or Local Rules, the
28 following shall apply: If Confidential Materials, Highly Confidential – Attorneys’ Eyes

1 Only Materials, or Information derived therefrom are submitted to or otherwise disclosed
2 to the Court in connection with discovery motions and proceedings, the same shall be
3 separately filed under seal with the clerk of the Court in an envelope marked:
4 “CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER
5 AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED.” A party that seeks
6 to file under seal any such material must comply with Civil Local Rule 79-5.

7 20. The Parties shall meet and confer regarding the procedures for use of any
8 Confidential Materials or Highly Confidential – Attorneys’ Eyes Only Materials at trial
9 and shall move the Court for entry of an appropriate order.

10 21. Nothing in this Stipulated Protective Order shall affect the admissibility into
11 evidence of Confidential Materials or Highly Confidential – Attorneys’ Eyes Only
12 Materials, or abridge the rights of any person to seek judicial review or to pursue other
13 appropriate judicial action with respect to any ruling made by the Court concerning the
14 issue of the status of any Confidential Materials or Highly Confidential – Attorneys’
15 Eyes Only Materials.

16 22. This Stipulated Protective Order shall continue to be binding after the
17 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding,
18 except that a Party may seek the written permission of the Designating Party or may move
19 the Court for relief from the provisions of this Stipulated Protective Order. To the extent
20 permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider this
21 Stipulated Protective Order, even after the Proceeding is terminated.

22 23. Upon written request made within thirty (30) days after the settlement or other
23 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either
24 (a) promptly return to counsel for each Designating Party all Confidential Materials and
25 Highly Confidential – Attorneys’ Eyes Only Materials, and all copies thereof (except that
26 counsel for each Party may maintain in its files, in continuing compliance with the terms of
27 this Stipulated Protective Order, all work product, and one copy of each pleading filed with
28 the Court, (b) agree with counsel for the Designating Party upon appropriate methods and

1 certification of destruction or other disposition of such materials, or (c) as to any
2 Documents, Testimony, or other Information not addressed by sub-paragraphs (a) and (b),
3 file a motion seeking a Court order regarding proper preservation of such Materials. To the
4 extent permitted by law the Court shall retain continuing jurisdiction to review and rule
5 upon the motion referred to in sub-paragraph (c) herein.

6 24. After this Stipulated Protective Order has been signed by counsel for all
7 Parties, it shall be presented to the Court for entry. Counsel agree to be bound by the
8 terms set forth herein with regard to any Confidential Materials or Highly Confidential –
9 Attorneys’ Eyes Only Materials that have been produced before the Court signs this
10 Stipulated Protective Order.

11 25. The Parties and all signatories to the Certification attached hereto as Exhibit A
12 agree to be bound by this Stipulated Protective Order pending its approval and entry by the
13 Court. In the event that the Court modifies this Stipulated Protective Order, or in the event
14 that the Court enters a different Protective Order, the Parties agree to be bound by this
15 Stipulated Protective Order until such time as the Court may enter such a different Order. It
16 is the Parties’ intent to be bound by the terms of this Stipulated Protective Order pending its
17 entry so as to allow for immediate production of Confidential Materials and Highly
18 Confidential – Attorneys’ Eyes Only Materials under the terms herein.

19 26. This Stipulated Protective Order may be executed in counterparts.
20

21 **FOR GOOD CAUSE SHOWN BY THE PARTIES’ STIPULATION, IT IS SO**
22 **ORDERED.**

23
24 Dated: October 6, 2023



25 Hon. Pedro V. Castillo
26 United States Magistrate Judge
27
28

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____ [NAME],
_____[POSITION AND EMPLOYER], am about to receive
Confidential Materials supplied in connection with the Proceeding entitled, *Courtney Tolbert on behalf of himself, The State of California, and Others Similarly Situated and Aggrieved v. Rocket Mortgage LLC, et al.*, Case No. 5:23-cv-01450 MCS-PVC. I certify that I understand that the Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms.

I understand that Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding.

I further understand that I am to retain all copies of all Confidential Materials provided to me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such Materials will be returned to counsel who provided me with such Materials.

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1 I declare under penalty of perjury, under the laws of the United States of America
2 and the State of California, that the foregoing is true and correct. Executed this ____ day
3 of _____, 202__, at _____.

4
5 DATED: _____

BY: _____
Signature

7 _____
Name Title

8 _____
Address

10 _____
City, State, Zip

11 _____
Telephone Number